

AG Contract No. KR95 1789TRN  
ADOT ECS File No. JPA 95-140  
Project: Review Appraiser Services  
Section: Various Statewide

**INTERAGENCY AGREEMENT**

BETWEEN

THE ARIZONA DEPARTMENT OF TRANSPORTATION

AND

THE ARIZONA STATE LAND DEPARTMENT

THIS AGREEMENT is entered into 24 AUGUST, 1995,  
under the provisions of Arizona Revised Statutes Section  
35-148, between agencies of the STATE OF ARIZONA, to wit; the  
ARIZONA DEPARTMENT OF TRANSPORTATION, acting by and through its  
Highways Division (the "ADOT") and ARIZONA STATE LAND  
DEPARTMENT, acting by and through its DIRECTOR (the "ASLD").

I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes Section 28-108 and 35-148 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the ADOT.

2. The ASLD is empowered by Arizona Revised Statutes Section 37-334 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the ASLD.

3. The ADOT, as part of it's routine highways mission, has an ongoing requirement for qualified review appraisers on real property acquisition functions. The ASLD has agreed to provide the ADOT with the services of Mr. Sidney Hathaway, who is a qualified ASLD review appraiser.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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## II. SCOPE

### 1. The ADOT will:

a. Request the services of Mr. Hathaway on an as needed basis, to review appraisals assuring they conform to ADOT policies, procedures, standards and specifications. ADOT officials will approve all values for acquisition.

b. Under the provisions of ARS 35-148, advance ASLD funds in an amount sufficient to fund prompt review appraiser services to ADOT. Make monthly reimbursements of salary, employee related and mileage expenses after the initial advance.

### 2. The ASLD will:

a. Provide ADOT with the services of Sidney Hathaway who has the appropriate expertise to accomplish the work contemplated herein. Such work to be completed during time outside of scheduled work hours for ASLD.

b. Insure that Mr. Hathaway maintains a detailed accounting of services to ADOT, by project and TRACS number, hours worked, hourly rate, mileage, etc. to accompany invoices to ADOT. No more often than monthly, invoice ADOT for costs incurred the previous month, with no profit or fee.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Arizona State Land Department  
Director  
1616 West Adams Street  
Phoenix, AZ 85007

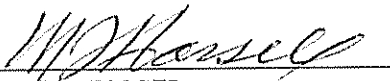
IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

**STATE OF ARIZONA**

**ARIZONA STATE LAND DEPARTMENT**

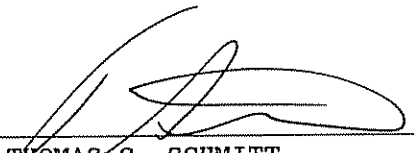
**DEPARTMENT OF TRANSPORTATION**

By



JEAN HASSEL  
State Land Commissioner

By




THOMAS G. SCHMITT  
State Engineer

RESOLUTION

BE IT RESOLVED on this 28th day of July 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Arizona State Land Department for the purpose of defining responsibilities for the ASLD to provide temporary review appraiser services on a cost reimbursement basis.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



for LARRY S. BONINE  
Director